indebted to his agent or factor cannot be deprived of his title to property by a pledge thereof by the agent or factor for the latter's private use or benefit; and so, though the agent or factor has possession and apparent ownership, no right or title passes to the pledgee and the true owner can recover his property. *Wright* v. *Solomon,* 19 Cal. 64; *McCarthy* v. *Crawford,* 238 Ill. 38; *Wyckoff* v. *Davis,* 127 Ia. 399; *Pemberton* v. *Price, Etc., Piano Co.,* 144 Ky. 518; *Loring* v. *Brodie,* 134 Mass. 453; *Union, Etc. Bank* v. *Gillespie,* 137 U. S. 411. This rule would prevent the creditor of X Company from obtaining any title, as there was no statute governing, nor did it appear that Y Manufacturing Company was indebted to X Company. The question then arises: Does a bona fide purchaser for value from such creditor obtain a good title? The general rule is that no one can get a title to chattels from a person who himself has no title to them. *Fawcett* v. *Osborn,* 32 Ill. 411; *Miller Piano Co.* v. *Parker,* 155 Pa. 208; *Leigh Bros.* v. *Mobile & O. R. Co.,* 58 Ala. 165. The court found that the plaintiff had done nothing to create an estoppel against him, so the general rule just stated applied. On this point the court said, "This is true because one who purchases from a factor in consideration of a pre-existing debt or in part consideration of a pre-existing debt and barter or exchange acquires no title, and having no title can pass none." In an article in 80 CENT. LAW JOUR., 345 (May 7, 1915) this decision is criticised. But neither of the principles of law there cited is in point. The author deals with the rights of a bona fide purchaser from one having obtained title by fraud in the one case and with the principle of estoppel in the other, neither of which applies here.

HUSBAND AND WIFE.—CONSORTIUM.—Plaintiff's wife had suffered injury by reason of defendant's negligence, and plaintiff claimed damages for the medical expense to which he had been put, and for the loss of his wife's consortium. He introduced evidence to show that his wife could no longer perform the functions of a wife and that her companionability and sociability were less than before the injury. *Held,* that plaintiff could not recover for the loss of "consortium." *Blair* v. *Seitner Dry Goods Co.,* (Mich. 1915), 151 N. W. 724.

Common law consortium includes the husband's right to companionship, conjugal affection, and service of the wife. PECK, DOM. REL. 14; *Marri* v. *Stamford St. R. Co.,* 84 Conn. 9. For loss of this consortium, by reason of the negligent injury of his wife by another, the husband had at common law a right of action for damages. *Lewis* v. *Atlanta,* 77 Ga. 756. Modern statutes, which have so materially affected the status of married women, have not according to the great weight of authority, abridged the husband's right to maintain an action for the loss of consortium. *Logergren* v. *National Coke & Coal Co.,* 117 N. Y. Supp. 92; *Mogeau* v. *Great N. R. Co.,* 103 Minn. 290; *Omaha, Etc., R. Co.* v. *Chollette,* 41 Neb. 578; *Booth* v. *Manchester St. R. Co.,* 73 N. H. 529; *Baltimore, Etc. R. Co.* v. *Glenn,* 66 Oh. St. 395. It has been said that positive and explicit legislation is necessary in order to deprive the husband of his right to sue for loss of consortium. *Mewhirter* v.

Hatten, 42 Ia. 288; *Omaha, Etc., R. Co.* v. *Chollette,* 41 Neb. 578. The courts of Massachusetts and Connecticut have taken the view that such action is no longer maintainable. *Bolger* v. *Boston Elevated R. Co.*, 205 Mass. 420; *Marri* v. *Stamford St. R. Co.,* 84 Conn. 9. The courts taking the view that an action for the loss of consortium is still maintainable by the husband in an action of this kind draw a distinction between a wife's capacity for productive service in business and her capacity for domestic service in the home, and permit the wife to recover for the former and the husband for the latter. This view was also taken by the Michigan court in a late case. *Gregory* v. *Oakland Motor Car Co.*, 147 N. W. 614. The Massachusetts and Connecticut cases above make no such distinction and permit the wife to make a full recovery for the loss of her capacity for service. If it be admitted, as was stated in the Connecticut case, supra, that the right to service was a prominent factor in consortium at common law, there would seem to be no good reason for holding that modern legislation has taken away the husband's right to sue for loss for consortium in a jurisdiction, like Michigan, where the wife cannot recover damages for loss of ability to perform domestic service.

INSURANCE.—ACCIDENT.—Action was brought on an insurance policy providing for the payment of a specified sum in case the insured came to his "death as the result of an accident." The insured died as a result of ptomaine poisoning caused by eating tainted food. *Held,* that death by ptomaine poisoning was an accident within the meaning of the policy and that the insurer was liable. *Johnson* v. *Fid. & Cas. Co.* (Mich. 1915) 151 N. W. 693.

The only other case in which a similar question seems to have been presented is that of *Maryland Cas. Co.* v. *Hudgins,* 97 Tex. 124. In that case, as in this, it was suggested that while the eating of food was not accidental, the eating of spoiled food was accidental because the insured intended to take only nourishing food. The court avoided the issue on this point but declared that it presented a rather "shadowy distinction." The case was decided on other grounds. Many cases have been held to present "an accident" within the meaning of an insurance policy where the act or event causing the death was due to actual mistake, as when the insured accidentally took poison (*Trav. Ins. Co.* v. *Dunlap,* 160 Ill. 642); or when the happening was unexpected and unavoidable by the insured, as a disease induced by a fall (*Freeman* v. *Mer. Mut. Acci. Asso.* 156 Mass. 351; *Lehman* v. *Great West. Acci. Asso.,* 155 Iowa 737, 42 L. R. A. (N. S.) 562, or where the insured acted voluntarily but under such circumstances that no harm could reasonably have been expected to follow. (*U. S. Mut. Acci. Asso.* v. *Barry,* 131 U. S. 100). But in these cases, as in nearly all involving the definition of an accident, the element of *chance* was closely related to the act or event which was held to be the accidental *means* or course of the result. In the instant case, however, this element of *chance* is lacking. The happening or act which preceded the disease was voluntarily undertaken and evidences *election* and judgment rather than mistake. It is true that the *result* was unexpected and unforseen, and thereby within the definition of an accident generally